UNITED STATES OF AMERICA BEFORE THE NATIONAL LABOR RELATIONS BOARD DIVISION OF JUDGES

SAINT MARY'S HOSPITAL FOR CHILDREN

and Case 29–CA–093232

1199SEIU UNITED HEALTHCARE WORKERS EAST

Kimberly Walters and Nancy Reibesten, Esqs., for the General Counsel. John F. Keil and Kristina Grimshaw, Esqs. (Collazo, Florentino & Keil, LLP) New York, New York, for the Respondent. Shira T. Roza and David Slutsky, Esqs., (Levy Ratner, PC) New York, New York. for the Charging Party.

DECISION

STATEMENT OF THE CASE

SUSAN A. FLYNN, Administrative Law Judge. This case was tried in Brooklyn, New York on April 23 and 24, 2013. 1199SEIU, the Charging Party (hereafter, the Union) filed the charge on November 14, 2012. The General Counsel issued the complaint on February 27, 2013. The complaint alleges that Respondent violated Section 8(a)(5) and (1) of the Act by unilaterally eliminating the bargaining unit position occupied by employee Lisa Leonard, laying her off and assigning that position to a non bargaining unit employee, without the consent of the Union. Respondent filed an answer contesting the essential allegations in the complaint.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs¹ filed by the General Counsel, Respondent and Charging Party, I make the following

¹ Respondent also filed an unopposed motion to correct transcript, which I hereby grant.

FINDINGS OF FACT

I. JURISDICTION

Respondent, a not-for-profit corporation, operates a skilled nursing facility for children in Bayside (Queens), New York. It derives gross annual income in excess of \$100,000 and purchases and receives goods and materials valued in excess of \$5,000 directly from suppliers located outside of New York State. Respondent admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union, 1199SEIU, is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

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A. Leonard's position as assistant to Vivian Figueroa

Respondent, St. Mary's Hospital for Children, hired Vivian Figueroa in 1999. It is not clear what her job title and duties were prior to August 2010. However, Figueroa became a member of Respondent's policy and procedures team in 2003 or 2004. She worked at sites other than the Bayside hospital at times between 1999 and 2010.

In August 2010, Figueroa became the director of Respondent's Pediatric Day Health Care Program and its Therapeutic Recreation Department. In the former capacity, she oversees a staff of 28-30, who work with about 78 children. In the latter capacity, Figueroa oversees a staff of 14, who work with 97 children.

In December 2010, Lisa Leonard assumed the position of Assistant to Figueroa. She was responsible for helping run the departments Figueroa managed, including helping with personnel issues and other tasks as assigned by Figueroa. Tr. 73-81.

In February 2012, Figueroa assumed additional responsibilities, along with a new title, Assistant Vice President and Director of Materials Management. Tr. 66-71. Even with the addition of these new duties, her former duties and responsibilities did not change. Tr. 71, 151-152.

B. The Union wins bargaining rights

On July 25, 2011, the Union's organizational drive led to a stipulated election agreement. The parties agreed that the Board would conduct an election in a unit described as "All full-time, regular part-time and per diem service and maintenance employees and Licensed Practical Nurses employed...[at the Bayside facility] in the following job classifications in the following departments." Among the departments listed was Medical Day Care. Among the positions listed in that department was "Assistant," the position occupied by Lisa Leonard.

The Board conducted an election on August 17, 2011. A majority of unit employees voted in favor of representation by the Union.

The Board certified the Union as the exclusive collective bargaining representative of the employees in the above unit on September 2, 2011. A different unit, of registered nurses (RNs), at the Bayside facility chose to be represented by the Union at the same time.

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C. Bargaining Between the Parties

Collective bargaining negotiations between Respondent and the Union with respect to the service and maintenance unit began in October 2011. These sessions were initially very regular and frequent with a number of periods of hiatus. The Union and Respondent alternated conducting bargaining sessions between the service and maintenance unit and the RN unit.

Lisa Leonard was part of the Union's negotiating team. Figueroa, who became the Acting Administrator of Respondent's Bayside facility in August 2011, was on the Respondent's negotiating team and attended almost all of the negotiating sessions between October 2011 and January 2012 in her capacity as Acting Administrator. After she was given new responsibilities and the title of Assistant Vice President in February 2012, Figueroa continued to attend almost every collective bargaining session and continued her role on Respondent's policy and procedures team.

The negotiations between the parties continued for about a year and half and concluded successfully. The parties reached a collective bargaining agreement in March of 2013, that was ratified by the members. It is undisputed that the parties were never at impasse during the negotiations. Tr. 29.

D. Respondent creates a new non bargaining unit position to replace Leonard

In July or August 2012, while negotiations were ongoing, Figueroa began discussions within Respondent's management structure to hire a new assistant outside the bargaining unit to replace Leonard and lay her off. Some of her discussions were with Gary O'Connor, Respondent's director of Employee and Labor Relations. It was necessary to complete several internal steps in order to obtain approval for the new position, including the preparation of a requisition form. The posting for the new position did not take place until October of 2012. Tr. 113, 126,152-155. The Union was not notified of any of these plans or steps during this internal process. Tr. 56-57.

E. The Respondent notifies the Union of the new position and the layoff of Leonard

On October 17, 2012, again in the midst of bargaining, Labor Relations Director O'Connor called Errol Ramsay, a union contract administrator, on the telephone. O'Connor told Ramsay that, due to Figueroa's promotion to Assistant Vice President (which had occurred some 8 months before) Respondent was going to replace Lisa Leonard with an employee who would not be a bargaining unit member. O'Connor told Ramsay that this was necessary due to the need for Figueroa's assistant to handle confidential material. He also told Ramsay that he would be giving Leonard a thirty-day notice of her layoff from the Assistant position that day.

There is a dispute between O'Connor and Ramsay as to what else was said in this conversation. Ramsay contends that he responded by saying that O'Connor was out of his F-g

mind, that Respondent could not do this without bargaining but had to maintain the status quo, and that the Union would be filing an unfair labor practice charge over this change. O'Connor testified that the only thing Ramsay said was "You do what you have to do; I'll do what I have to do."

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I do not fully credit either O'Connor or Ramsay, although I tend to find Ramsay's version more plausible and reliable. If Ramsay told O'Connor that Respondent must bargain with Union over this change, I would think that he would memorialize this in writing, which he did not. However, O'Connor's testimony makes no sense without something else preceding Ramsay's remark. O'Connor's testimony that he had no idea what Ramsay was referring to when he said he would do what he had to do defies common sense. Moreover, O'Connor also had a selective and incomplete recollection of what was said at the next bargaining session on November 14, when the Union strongly protested Leonard's layoff. Further, it is telling that O'Connor often testified merely that he did not recall, not that it did not occur.

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Most importantly, however, I find that Ramsay in no way indicated that he consented to either Leonard's layoff or changing the Assistant position to a non bargaining unit position. The remark testified to by O'Connor does not make sense if Ramsay was indicating to O'Connor that the Union agreed to this change. The remark only makes sense as an indication that Ramsay intended to do something to challenge the layoff and elimination of a bargaining unit position. It is hardly plausible that Ramsay would agree to the elimination of a bargaining position and the layoff of a member of his bargaining team without getting something in return.

After speaking with Ramsay, O'Connor summoned Leonard to his office the same day,
October 17. He gave her notice that she was being laid off from the Assistant position in 30 days and suggested she talk to Respondent's recruiter about finding another position with St.
Mary's. Leonard never went to the recruiter.

On November 14, 2012, the parties met for contract negotiations for the first time since
August 22 or 23. After the October 17 telephone conversation, O'Connor had called Ramsay several times and left messages when he could not reach him. Ramsay did not return those calls. The two men did not otherwise communicate with each other during this period. One hour before the November 14 session began, the Union filed the instant unfair labor practice charge alleging that the layoff violated Section 8(a)(3), (5) and (1) of the Act. In January 2013, the
Union withdrew the Section 8(a)(3) allegation.

At the November 14 bargaining session, the Union's Executive Vice President, Steven Kramer, raised the issue of Lisa Leonard's layoff. He protested the layoff, alleging that Leonard was being laid off due to her activist role with the Union and participation on the union negotiating committee. Two days later, Leonard was laid off. Tr. 123-124. However, her replacement was not brought on board until 3 months later.

F. Respondent hires Leonard's replacement

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Respondent advertised and interviewed applicants for the Assistant position and, on January 25, 2013, awarded it to Gloria Reyes. Reyes began working in the Assistant position on February 19, 2013, shortly before the parties reached a final bargaining agreement. Tr. 155-156.

The record shows that Reyes had the same duties as Leonard, with minor exceptions, and none that related to Figueroa's bargaining responsibilities. Tr. 73-86, 155-156. Indeed, the job descriptions were the same.² G.C. Exhs. 4 and 5.

5 III. ANALYSIS

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Under Section 8(a)(5) and 8(d), it is unlawful for an employer to refuse to bargain with respect to so-called mandatory subjects of bargaining, that is, wages, hours and other terms and conditions of employment. An employer violates Section 8(a)(5) and (1) of the Act if it changes terms and conditions that are mandatory subjects without providing the union representing its employees with prior notice and the opportunity to bargain about such subjects. *NLRB v. Katz*, 369 U.S. 736, 743, 747 (1963). Termination of employment, including by layoff, such as occurred in this case, constitutes such a mandatory subject. See *N.K. Parker Transport*, 332 NLRB 547, 551 (2000); *Cook Dupage Transportation*, 354 NLRB 262, 267-268 (2009). Transferring work from unit employees to non bargaining unit employees is also a mandatory subject of bargaining. See *Regal Cinemas*, 334 NLRB 304 (2001); and *Mt. Sinai Hospital*, 331 NLRB 895, fn. 2.

Generally, when parties are engaged in negotiations for a collective bargaining agreement, an employer's obligation to refrain from unilateral changes in the wages, hours and other terms and conditions of employment of bargaining unit employees extends beyond the duty to provide notice to the union representing its employees, and an opportunity to bargain. It encompasses a duty to refrain from implementing such changes at all, absent overall impasse on bargaining for the agreement as a whole, without consent by the union. *Bottom Line Enterprises*, 302 NLRB 373 (1991). The only exceptions to the *Bottom Line* rule are when economic exigencies compel prompt action or when a union engages in tactics designed to delay bargaining. See *RBE Electronics of S.D.*, 320 NLRB 80, 81-82 (1995). However, even when "economic exigencies compelling prompt action" justify unilateral changes, the employer must provide the union adequate notice and an opportunity to bargain. *Ibid.* It is also well settled that an employer who acts precipitously and presents unilateral changes as a *fait accompli* does not meet the requirement that it give adequate notice and an opportunity to bargain. In those circumstances, it would be futile for the union to request bargaining and no such request is necessary. See *UAW-Daimler Chrysler National Training Center*, 341 NLRB 431, 433 (2004).

Applying these principles, I find that Respondent violated Section 8(a)(5) and (1) of the Act when it laid off Leonard, abolished her bargaining unit position and hired as her replacement a non bargaining unit employee. It is clear from the record that Respondent acted unilaterally in laying off Leonard and deciding to replace her bargaining unit position with a non bargaining unit position. It is also clear that these were matters involving mandatory subjects of bargaining that required prior notice to the Union and an opportunity for the Union to bargain about those subjects. It is uncontested that the parties were not at impasse when these unilateral changes were made and, although Respondent asserts that the Union consented to those changes, the evidence does not support that contention. Nor did the Union waive its right to bargain. Indeed,

² Although the Respondent produced another position description that purportedly was prepared for the new confidential assistant position, it was never issued to Reyes. R Exh. 3. Moreover, even the "revised" position description included duties that had been performed by Leonard.

the evidence shows that Respondent presented the Union with a *fait accompli* that made any request to bargain by the Union futile. For months, Respondent had worked behind the scenes, planning to replace Leonard with a non bargaining unit employee. But it never notified the Union and, when it did so, in the midst of negotiations, it did so in a telephone call the very day it notified Leonard of her layoff. That in no way provides the Union with adequate notice and puts it at a disadvantage since the change in the bargaining subject had already been effectuated. Thus, Respondent's contention (Br. 25-29) that the Union waived its right to bargain over these issues by not affirmatively requesting bargaining on those matters is without merit. Nor is there any evidence that the Union, either in the October 17 telephone call or during the November 14 negotiating session, "clearly and unmistakably" waived its right to bargain over the layoff and the removal of the bargaining position from the unit. See *Mt. Sinai Hospital*, supra, 331 NLRB at 895 fn. 2.³

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There is no merit to Respondent's position (Br. 23) that changes in Figueroa's duties amounted to unforeseen changed circumstances, thereby entitling it to make unilateral changes under the *Bottom Line* exception for "exigent circumstances." Such an exception deals with economic changes, such as a sudden loss of business, that require immediate action. Obviously, the alleged changes in Figueroa's job duties do not amount to such exigent circumstances. Moreover, there is no evidence of any material change in Figueroa's duties during the relevant time period. She was the Acting Administrator of the hospital during part of this time, which would indicate, if anything, less of a need for confidential assistant after January 2012 when Maguire was hired. There is nothing in this record to indicate that Figueroa had an increased need for a confidential assistant by virtue of the addition of the Materials Management Department to her responsibilities. Indeed, the exigent circumstances defense is defeated by the Respondent's behind the scenes actions in planning for the replacement of Leonard with a non bargaining unit position for several months before effectuating the change and announcing it to the Union.⁴

Nor is there merit to Respondent's contention that its unilateral actions constitute a privileged exception to the *Bottom Line* rule under the Board's decision in *Stone Container*

³ In its brief (Br. 23-24), Respondent cites *American Diamond Tool, Inc.*, 306 NLRB 570 (1992), in support of its position that the Union waived its right to bargain over the unilateral changes. That case is clearly distinguishable from the situation presented here. In that case, the Board explicitly "emphasized the limits of [its] holding." Id. at 571. It found that the union's waiver was "clear and unmistakable" because of a number of factors including, prominently, that the union agreed in bargaining to a management rights clause that would have permitted the unilateral layoffs involved in that case. Thus, a four month delay in raising the issue led the employer to believe that it did not object to the layoffs. In contrast, here, the unilateral action included the removal of a bargaining unit position and there was no agreement to a management rights clause or anything else that would privilege the unilateral action. Indeed, at the very next bargaining session after the unilateral action, the Union did strongly protest the Respondent's actions.

⁴ Figueroa testified at Tr. 101-102 that she had to do a certain amount of her own filing, collating, copying and printing, due to the fact that her assistant, Leonard, was a bargaining unit member. It is unclear as to how often she had to perform such tasks and whether all these tasks are now performed for her by Reyes. Also, for a three month period, from November 16, 2012 to February 19, 2013, Figueroa did not have an assistant. There is no evidence that she was unable to perform her normal duties during this period. Leonard's occupancy of the assistant job does not appear to have materially hampered Figueroa in the performance of her normal tasks.

Corp., 313 NLRB 336 (1993). In that case, the Board permitted unilateral action where a regularly recurring event, such as an annual wage increase, occurs during collective bargaining negotiations. But *Stone Container* is not applicable to this case. Respondent did not, as in *Stone Container*, have a regularly recurring practice of laying off employees (in October/November or at any other time) or transferring unit work to non bargaining unit employees. Respondent contends that *Stone Container* applies in cases other than those involving regularly recurring and scheduled activity. To the contrary, the Board's decision in *TXU Electric Co.*, 343 NLRB 1404, 1404-06 (2004) establishes that the *Stone Container* principle is limited to events that recur regularly on a fixed schedule.

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Moreover, even if *Stone Container* did apply, Respondent would have been obligated to provide the Union notice and an opportunity to bargain about laying off Lisa Leonard. See *Brannan Sand & Gravel Co.*, 314 NLRB 282 (1994). However, it did not do so. Rather, it notified the Union of a decision that it had already made. The fact that the layoff was a *fait accompli* is established, if by nothing else, by the fact that Respondent notified Leonard of the layoff on the same day that it first notified the Union of the layoff.

To hold otherwise would make a mockery of Respondent's bargaining obligations. Figueroa and O'Connor were planning the layoff and elimination of the bargaining unit position for months before implementing their plan and notifying the Union. Respondent thus had plenty of time to negotiate with the Union—even assuming that it was privileged to make such a change during contract negotiations. By finding that Respondent presented the Union with a *fait accompli*, I necessarily find that the Union did not waive its right to bargain about the layoff or elimination of a bargaining unit position. See *Pontiac Osteopathic Hospital*, 336 NLRB 1021, 1023-1024 (2001).

Indeed, if there is a waiver in this case, it was by Respondent. St. Mary's had stipulated in July 2011 that Figueroa's assistant was in the bargaining unit when the unit was defined. It failed to raise any claim of confidentiality or, as it does now, the necessity of the assistant being bilingual, from October 2011 to October 2012 while Figueroa participated in collective negotiations and Leonard acted as her assistant.

The record herein does not indicate that Gloria Reyes' duties materially differ from those performed by Lisa Leonard. Reyes signed an identical job description to that of Leonard. Although Respondent asserts that this was due to an inadvertent error by the Human Resources Department, this is nothing more than a bald assertion. There is no evidence as to how it happened that Reyes signed an identical job description to Leonard's. Figueroa's assertion is purely speculative. There is no evidence to support this either from the human resources personnel involved or from Reyes. Moreover, since Reyes did not testify, there is no evidence in this record that what she actually does as Figueroa's assistant is materially different than the tasks performed by Leonard.⁵

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⁵ At page 31, note 15 of its brief, Respondent states that it was not permitted to introduce evidence regarding Lisa Leonard's actual job performance. At Tr. 107, Vivian Figueroa testified that Reyes' position, "has a higher level of independence, autonomy, certainly confidentiality, more flexible with time, and certainly bilingual is at the top of the list." Then she proceeded to testify that Leonard was not able to come to work early because of child care responsibilities. I sustained the General Counsel's motion to strike Figueroa's testimony regarding Leonard's inability to come in early. However,

In summary, this record establishes that Respondent violated Section 8(a)(5) and (1) by laying off a bargaining unit employee while contract negotiations were ongoing, without the Union's consent, and transferring her duties to a non bargaining unit employee.⁶

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CONCLUSIONS OF LAW

Respondent, by laying off Lisa Leonard during collective bargaining negotiations without the consent of the Union and transferring her position out of the bargaining unit, violated Section 8(a)(5) and (1) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

The Respondent, having unlawfully terminated Lisa Leonard, must offer her reinstatement and make her whole for any loss of earnings and other benefits. Backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest at the rate prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010).

Respondent shall file a report with the Social Security Administration allocating backpay to the appropriate calendar quarters. Respondent shall also compensate Lisa Leonard for the adverse tax consequences, if any, of receiving one or more lump-sum backpay awards covering periods longer than 1 year. *Latino Express, Inc.*, 359 NLRB No. 44 (2012).

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Respondent failed to offer any specific evidence as to how the tasks Reyes actually performed differed materially from the tasks Leonard performed. That is an entirely distinct issue from quality of job performance.

⁶ In seeking dismissal of the complaint, Respondent also relies upon the decision of the D.C. Circuit Court of Appeals in *Noel Canning v. NLRB*, 705 F. 3d 490 (D.C. 2013) holding that the appointments of 2 of the 3 Board members at the time the complaint was issued were constitutionally invalid. In *Stahl Specialty Company*, 17-CA-88639 (March 26, 2013), the Board acknowledged the *Noel Canning* decision but stated that, as the D.C. Circuit panel itself acknowledged, *Noel Canning* conflicts with the rulings of at least three other courts of appeal. Thus the question of the Board's validity remains in litigation, and pending a definitive resolution, the Board is charged to fulfill its responsibilities under the Act. Moreover, the Board now has five members and a General Counsel who have been confirmed by the Senate. I conclude that the *Noel Canning* decision is not a basis for dismissing the complaint.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended⁷

ORDER

The Respondent, St. Mary's Hospital for Children, Bayside, New York, its officers, agents, successors, and assigns, shall

1. Cease and desist from

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- 10 (a) making unilateral changes in the terms and working conditions of bargaining unit members during collective bargaining negotiations without the Union's consent.
 - (b) Transferring bargaining unit work to individuals who are not bargaining unit members without the Union's consent.
 - (c) In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.
 - 2. Take the following affirmative action necessary to effectuate the policies of the Act.
 - (a) Within 14 days from the date of the Board's Order, offer Lisa Leonard full reinstatement to her former bargaining unit job or, if that job no longer exists, to a substantially equivalent bargaining unit position, without prejudice to her seniority or any other rights or privileges previously enjoyed.
 - (b) Make Lisa Leonard whole for any loss of earnings and other benefits suffered as a result of her unlawful termination in the manner set forth in the remedy section of the decision.
- 30 (c) Upon request, bargain in good faith with the Union with regard to wages, hours, and other terms and conditions of employment of unit members.
- (d) Preserve and, within 14 days of a request or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, Social Security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

⁷ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

	(e) Within 14 days after service by the Region, post at its Bayside, New York
	facility copies of the attached notice marked "Appendix." Copies of the notice, on forms
	provided by the Regional Director for Region 29, after being signed by the Respondent's
	authorized representative, shall be posted by the Respondent and maintained for 60 consecutive
5	days in conspicuous places including all places where notices to employees are customarily
	posted. In addition to physical posting of paper notices, the notices shall be distributed
	electronically, such as by email, posting on an intranet or an internet site, and/or other electronic
	means, if the Respondent customarily communicates with its employees by such means.
	Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered,
10	defaced, or covered by any other material. In the event that, during the pendency of these
	proceedings, the Respondent has gone out of business or closed the facility involved in these
	proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to
	all current employees and former employees employed by the Respondent at any time since
	October 17, 2012.

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(f) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

20 Dated: Washington, D.C., December 26, 2013.

Susan A	Flvnn	

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Administrative Law Judge

⁸ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the National Labor Relations Board An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union Choose representatives to bargain with us on your behalf Act together with other employees for your benefit and protection Choose not to engage in any of these protected activities.

WE WILL NOT make changes to the terms and working conditions of your employment, including terminating your employment, or transferring your work out of the bargaining unit during collective bargaining negotiations, without the consent of your Union, 1199SEIU United Healthcare Workers East.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, within 14 days from the date of this Order, offer Lisa Leonard full reinstatement to her former bargaining unit job or, if that job no longer exists, to a substantially equivalent bargaining unit position, without prejudice to her seniority or any other rights or privileges previously enjoyed.

WE WILL make Lisa Leonard whole for any loss of earnings and other benefits resulting from her discharge, less any net interim earnings, plus interest compounded daily.

WE WILL file a report with the Social Security Administration allocating backpay to the appropriate calendar quarters.

WE WILL compensate Lisa Leonard for the adverse tax consequences, if any, of receiving one or more lump-sum backpay awards covering periods longer than 1 year.

WE WILL, within 14 days from the date of this Order, remove from our files any reference to the unlawful termination of Lisa Leonard, and WE WILL, within 3 days thereafter, notify her in writing that this has been done and that her termination will not be used against her in any way.

SAINT MARY'S HO			OSPITAL FOR CHILDREN	
		(Employer)		
Dated	By			
		(Representative)	(Title)	

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

Two MetroTech Center, 100 Myrtle Avenue, 5th Floor, Brooklyn, NY 11201-4201 (718) 330-7713, Hours: 9 a.m. to 5:30 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (718) 330-2862.